#### The Public Utilities Commission of Ohio

### TELECOMMUNICATIONS FILING FORM

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of Glandorf Telephone  Company, Inc. to Establish a Pole Attachment and Conduit  Occupancy Tariff  )	TRF Docket No. 90-5022 -TP-Case No. 15 - 0941 - TP - AT NOTE: Unless you have reserved a GBLANK.	<u>ΓΑ</u>
Name of Registrant(s) Glandorf Telephone Company, Inc.		
DBA(s) of Registrant(s)		
Address of Registrant(s) PO Box 31, Glandorf, Ohio 45848		
Company Web Address <u>www.glantel.net</u>		
Regulatory Contact Person(s) <u>Jerry Brown, General Manager</u>	Phone <u>419-538-6987</u>	Fax 419-538-6668
Regulatory Contact Person's Email Address _jerrybrown@bright.net_		
Contact Person for Annual Report Jerry Brown		Phone <u>419-538-6987</u>
Address (if different from above)		
Consumer Contact Information <u>Jerry Brown</u>		Phone <u>419-538-6987</u>
Address (if different from above)		
Motion for protective order included with filing? ☐ Yes ☒ No		
Motion for waiver(s) filed affecting this case? $\square$ Yes $\boxtimes$ No [Note:	Waivers may toll any automatic	timeframe.]
Notes:		

Section I and II are Pursuant to Chapter 4901:1-6 OAC.

Section III – Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 OAC.

Section IV - Attestation.

- (1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.
- (2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.
- (3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.
- (4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
В	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the
	right margin.
С	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to
	the applicable rule(s).

### Section I – Part I - Common Filings

Carrier Type  Other (explain below	)	For Prof	fit ILEC	Not For I	Profit ILEC	☐ CI	LEC
Change terms & conditions existing BLES				ATA <u>1-6-14(H)</u> (Auto 30 days)		ATA <u>1-6-14(H)</u> (Auto 30 days)	
Introduce non-recurring ch surcharge, or fee to BLES	arge,					(Auto 3	TA <u>1-6-14(H)</u> 30 days)
Introduce or Increase Late	Payment	ATA <u>1-</u> (Auto 30 day	ys)	ATA <u>1-6</u> (Auto 30 days			TA <u>1-6-14(I)</u> 30 days)
Revisions to BLES Cap.		ZTA <u>1-0</u> (0 day Notic	e)				
Introduce BLES or expand service area (calling area)	local	☐ ZTA <u>1-6</u> (0 day Notic	e)	ZTA <u>1-6-</u> (0 day Notice	)		'A <u>1-6-14(H)</u> Notice)
Notice of no obligation to of facilities and provide BLES		ZTA <u>1-0</u> (0 day Notic		ZTA <u>1-6-</u> (0 day Notice			
Change BLES Rates		TRF <u>1-6</u> (0 day Notic	e)	TRF <u>1-6-</u> (0 day Notice			RF <u>1-6-14(G)</u> Notice)
To obtain BLES pricing fle	BLS <u>1-6-</u>   (C)(1)(c)   (Auto 30 da		ıys)				
Change in boundary		ACB <u>1-0</u> (Auto 14 day		ACB <u>1-6-32</u> (Auto 14 days)			
Expand service operation a	rea						RF <u>1-6-08(G)</u> (0 day)
BLES withdrawal							'A <u>1-6-25(B)</u> Notice)
Other* (explain)							
Section I – Part II – Cus							
Type of Notice	Direc	et Mail	Bill	Insert	Bill Nota	tion	Electronic Mail
☐ 15-day Notice	[						
30-day Notice							
Date Notice Sent:							
Section I – Part III –IO	S Offerings	S Pursuant to	Chapter 49	01:1-6-22 OAC			
IOS	Introdu	ice New	Tariff	Change	Price Change		Withdraw
☐ IOS							

### Section II – Part I – Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

	ILEC	CLEC	Telecommunications	CESTC	CETC
Certification	(Out of Territory)		Service Provider		
			Not Offering Local		
* See Supplemental	ACE <u>1-6-08</u>	ACE <u>1-6-08</u>	ACE <u>1-6-</u> 08	☐ ACE <u>1-6-</u> 10	UNC <u>1-6-</u> 09
form	* (Auto 30- day)	*(Auto 30 day)	*(Auto 30 day)	(Auto 30 day)	*(Non-Auto)

<sup>\*</sup>Supplemental Certification forms can be found on the Commission Web Page.

#### Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		ABN <u>1-6-26</u> (Auto 30 days)	ABN <u>1-6-26</u> (Auto 30 days)
Change of Official Name *	ACN <u>1-6-29(B)</u> (Auto 30 days)	ACN <u>1-6-29(B)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Change in Ownership *	ACO <u>1-6-29(E)</u> (Auto 30 days)	ACO <u>1-6-29(E)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Merger *	AMT <u>1-6-29(E)</u> (Auto 30 days)	AMT <u>1-6-29(E)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Transfer a Certificate *	ATC <u>1-6-29(B)</u> (Auto 30 days)	ATC <u>1-6-29(B)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	ATR <u>1-6-29(B)</u> (Auto 30 days)	ATR <u>1-6-29(B)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)

<sup>\*</sup> Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-29 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

### Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to	☐ NAG <u>1-7-07</u>	☐ NAG <u>1-7-07</u>
an approved agreement	(Auto 90 day)	(Auto 90 day)
Request for Arbitration	ARB <u>1-7-09</u> (Non-Auto)	ARB <u>1-7-09</u> (Non-Auto)
Introduce or change c-t-c service tariffs,	ATA <u>1-7-14</u> (Auto 30 day)	ATA <u>1-7-14</u> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	UNC <u>1-7-04</u> or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights-of-Way.	UNC 1-7-23(B) (Non-Auto)	
Wireless Providers See 4901:1-6-24	RCC [Registration & Change in Operations]	NAG [Interconnection Agreement or

### Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

### **AFFIDAVIT**

### Compliance with Commission Rules

Compliance with Commission	· Attitud
I am an officer/agent of the applicant corporation, <u>Glandorf Telephone</u> <u>Company, Inc.</u>	, and am authorized to make this statement on its behalf.
Jerry Brown, General Manager	
Please Check ALL that apply:	
☑ I attest that these tariffs comply with all applicable rules for the state of Olimply Commission approval and that the Commission's rules as modifie contradictory provisions in our tariff. We will fully comply with the rules of can result in various penalties, including the suspension of our certificate to open	ed and clarified from time to time, supersede any the state of Ohio and understand that noncompliance
I attest that customer notices accompanying this filing form were sent to affaccordance with Rule 4901:1-6-7, Ohio Administrative Code.	ected customers, as specified in Section II, in
I declare under penalty of perjury that the foregoing is true and correct.	
Executed on (Date) 5-15-15 at (Location) Glandorf, Ohio  *(Signature and Title)  • This affidavit is required for every tariff-affecting filing. It may be signaturorized agent of the applicant.	General Manager
VERIFICATION	
I. <u>Jerry Brown</u> verify that I have utilized the Telecommunion the Commission and that all of the information submitted here, and all addition is true and correct to the best of my knowledge.	
*(Signature and Title) Programmed General Manager *Verification is required for every filing. It may be signed by counsel or an applicant.	(Date) <u>5-15-15</u> Officer of the applicant, or an authorized agent of the
Send your completed Application Form, including all required attachme	ents as well as the required number of copies, to:

**Public Utilities Commission of Ohio Attention: Docketing Division** 180 East Broad Street, Columbus, OH 43215-3793

Make such filing electronically as directed in Case No 06-900-AU-WVR

# **EXHIBIT A**

(Current Tariff Sheet)

New tariff filing, no current tariff sheets apply.

## **EXHIBIT B**

(Proposed Tariff Sheets)

# GLANDORF TELEPHONE COMPANY, INC. POLE ATTACHMENT AND CONDUIT OCCUPANCY TARIFF

### **CHECKLIST**

This tariff contains the following listed pages, each of which is effective on the date shown thereon.

<u>Section</u>	<b>Revision</b>	<u>Sheet</u>
Checklist	Original	1
Table of Contents	Original	1
1	Original	1, 2, 3, 4

### TABLE OF CONTENTS

<u>SUBJECT</u>	<u>SECTION</u>	<u>SHEET</u>
Terms and Conditions	1	1
Restrictions on Access	1	1
Limitation on Liability	1	1
Indemnification	1	2
Assurance of Payment and Insurance	1	2
Rates	1	4
Payment Terms	1	4

#### 1. POLE ATTACHMENTS AND CONDUIT OCCUPANCY

#### A. Terms and Conditions

- 1. This tariff shall apply to all parties, including affiliates of the Attaching Entity, which attach to Glandorf Telephone Company, Inc. (referred to as "Company") poles and occupy conduit, except those parties that attach to the Company's poles and occupy conduit pursuant to a separate agreement.
- 2. The services in this tariff will be provided in accordance with Chapter 4901:1-3 of the Ohio Administrative Code.
- 3. Should any phrase, sentence, paragraph or section of this Rate Schedule be held to contravene any part of Chapter 4901:1-3, only that portion of this Rate Schedule which so contravenes the Rule, and not the entire Rate Schedule, shall be suspended until modified so as to comply with the requirements of Chapter 4901:1-3.

#### B. Restrictions on Access

- 1. Access to poles and conduit owned by the Company is restricted to Attaching Entities (as that term is defined in Ohio Revised Code Chapter 4901:1-3) in accordance with the provisions and definitions of Public Utilities Commission Chapter 4901:1-3.
- 2. The Company may deny an Attaching Entity access to its poles and conduits, on a nondiscriminatory basis where there is insufficient capacity or for reasons of safety, reliability, and generally applicable engineering purposes.

### C. <u>Limitation on Liability</u>

1. The Company reserves to itself the right to locate and maintain its poles and conduit to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. Except in the event of the Company's gross negligence or willful default, the Company shall not be liable to the Attaching Entity for any interruption of or interference with the operation of the Attaching Entity's services arising in any manner out of the use of the Company's poles and conduit. The Company shall make an immediate report to the Attaching Entity of the occurrence of any damage to the Attaching Entity's facilities.

#### 1. POLE ATTACHMENTS AND CONDUIT OCCUPANCY (Cont'd)

#### D. Indemnification

- 1. Except as may be caused by the negligence of the party seeking indemnification, the Attaching Entity and the Company shall each defend, indemnify and save harmless the other against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses (including reasonable attorney's fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against the party seeking indemnification by reason of (a) any work done upon the poles and conduit or any part thereof by the indemnifying party or any of its agents, contractors, servants, or employees, or (b) any use or occupation of said poles and conduit or any part thereof by the indemnifying party, or (c) any act or omission on the part of the indemnifying party or any of its agents, contractors, servants, or employees, for which the Company may be found liable.
- 2. The Attaching Entity shall indemnify, save harmless and defend the Company from any and all claims and demands of whatever kind which arise directly or indirectly from the operations of the Attaching Entity's attachments, including, without limitation, taxes, special charges by others, claims and demands for damages or loss due to infringement of copyright, libel, slander, unauthorized use of television broadcast programs, or unauthorized use of other program material. The Attaching Entity shall also hold the Company harmless against all claims and demands for infringement of patents with respect to the manufacture, use and operation of the Attaching Entity's attachments to the Company's poles or occupied conduit.

### E. Assurance of Payment and Insurance

1. The Attaching Entity shall provide to the Company a performance bond in the amount of Fifteen Thousand Dollars (\$15,000). The purpose of the bond is to insure the Attaching Entity's performance of all of its obligations and any License issued hereunder and for the payment by the Attaching Entity of any claims, liens, taxes, liquidated damages, penalties and fees due to Company which arise by reason of the construction, operation, maintenance or removal of The Attaching Entity's Facilities on or about Company's Poles and Conduits.

### 1. POLE ATTACHMENTS AND CONDUIT OCCUPANCY (Cont'd)

### E. <u>Assurance of Payment and Insurance</u> (Cont'd)

- 2. The Attaching Entity shall obtain and maintain insurance, including endorsements insuring the contractual liability and indemnification provisions of this License Agreement, issued by an insurance carrier licensed to do business in the state in which The Attaching Entity's Facilities are to be located and having an A.M. Best Company rating of A minus or better, and reasonably satisfactory to the Company to protect the Company, other authorized Attaching Entities, municipal and governmental authorities and Joint Users from and against all claims, demands, causes of action, judgments, costs, including reasonable attorneys' fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage as covered by any License issued hereunder.
- 3. Licensee shall maintain the following amounts of insurance, Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Umbrella or Excess Liability Insurance with limits of not less than \$10,000,000 per occurrence and in the aggregate. Workers Compensation Insurance in statutory amounts and Employers Liability Insurance in the amount \$1,000,000 per accident. Automobile Liability insurance covering any auto with combined single limits of \$1,000,000.
- 4. All insurance must be effective before the Attaching Entity attaches to any pole or occupies any conduit and shall remain in force until such attachments have been removed from all such poles.
- 5. The Attaching Entity's property insurance policy shall contain a waiver-of subrogation clause running to the Company. This must be reflected on the certificate of insurance provided by the Attaching Entity. Such policy shall be the primary remedy for all losses covered by the policy.

#### 1. POLE ATTACHMENTS AND CONDUIT OCCUPANCY (Cont'd)

### F. Rates

- 1. The rate provided below entitles a customer to attach to the poles and occupy conduit in all of the Company's franchise area. The Attachment Fee applies per pole, per year for each one foot of space occupied by Attaching Party's Attachments. The conduit rate applies to each foot of conduit occupied.
  - \$1.00 for all pole attachments
  - At this time, Company does not have any conduit resale capacity.
- 2. Field survey or inspection: Actual costs and expenses.
- 3. Make-ready work: Actual costs and expenses.
- 4. Labor: Actual costs and expenses.
- 5. Contractors: Actual costs and expenses.

### G. Payment Terms

- 1. Attachment and occupancy fees are payable annually in advance. Fees are calculated on the number of attachments and feet of conduit occupied.
- 2. All fees and charges are due and payable 30 days after presentation of an invoice. Late payments will be assessed a late payment charge of 1% per month on all unpaid balances concurring on the date due and payable.

### **EXHIBIT C**

### (Description of Changes)

Pursuant to the Commission's Finding and Order in Case No. 13-579-AU-ORD,
Glandorf Telephone Company, Inc. is establishing a Pole Attachment and Conduit Occupancy
tariff, including the applicable calculations for the establishment of new rates.

At this time, Glandorf Telephone Company, Inc. does not have any conduit resale capacity, which the appropriate language is reflected within the Conduit Occupancy tariff.

### **EXHIBIT D**

### (Pole Attachment and Conduit Occupancy Calculations)

Pursuant to the Commission's July 30, 2014 Finding and Order in Case No. 13-579-AU-ORD, Glandorf Telephone Company, Inc. submits the attached calculation spreadsheets, to determine Pole Attachment and Conduit Occupancy rates, if applicable.

# **GLANDORF TELEPHONE COMPANY, INC.** For Year 2014

# POLE AND CONDUIT RENTAL CALCULATION INFORMATION Financial Information

1 Telecommunications Plant-in-Service	\$ 3,488,306
2 Gross Investment - Poles	15,787
3 Gross Investment - Conduit	N/A
4 Accumulated Depreciation - Total Plant-in-Service	2,253,696
5 Accumulated Depreciation - Poles	16,395
6 Accumulated Depreciation - Conduit	N/A
7 Depreciation Rate - Poles	6.59%
8 Depreciation Rate - Conduit	N/A
9 Net Current Deferred Operating Income Taxes - Poles	-
10 Net Current Deferred Operating Income Taxes - Conduit	-
11 Net Current Deferred Operating Income Taxes - Total	-
12 Net Non-current Deferred Operating Income Taxes - Poles	(835)
13 Net Non-current Deferred Operating Income Taxes - Conduit	N/A
14 Net Non-current Deferred Operating Income Taxes - Total	327,253
15 Pole Maintenance Expense	669
16 Pole Rental Expense	 8,115
17 Pole Expense (15) + (16)	8,784
18 Conduit Maintenance Expense	-
19 Conduit Rental Expense	 -
20 Conduit Expense (18) + (19)	-
21 General & Administrative Expense	218,805
22 Operating Taxes	\$ 1,297
Operational Data (Actual)	
23 Equivalent Number of Poles	700
24 Conduit System Trench Kilometers	N/A
25 Conduit System Duct Kilometers	N/A
26 Number of inner-ducts (if no inner-ducts enter 2)	N/A

### **Maximum Pole Attachment Charge**

\$ 1.00	Maximum Pole Attachment Charge per annum
4362.17%	Carrying Charge Rate
7.4074%	Space Factor
\$ 0.31	Net Cost of a Bare Pole

### Net cost of a bare pole

\$ 15,787	Gross Investment Poles
16,395	(less ) Accumulated depreciation Poles
-	(less) Net Current Deferred Operating Income Taxes-Poles
(835)	(less) Net Non-Current Deferred Operating Income Taxes-Poles
\$ 227	Net Pole Investment
 0.95	Factor to remove investment in crossbars, etc.
\$ 216	Net investment in <u>bare</u> poles
700	Number of Poles
\$ 0.31	Net cost of a bare pole

### **Space Factor**

37.5 average pole height (feet)\*24 unusable space\*13.5 usable space

1 space occupied by attachment (feet)

7.4074% **Space Factor** (space occupied/usable space)

<sup>\*</sup>Avg pole height and unusable space are rebuttable presumptions

		Carrying Charge Rate
		Maintenance Factor
		General and Administrative Factor
	458.31%	Depreciation Factor
	0.14%	Taxes Factor
	10.00%	Cost of Capital Factor
	4362.17%	Carrying Charge Rate
		Maintenance Factor
\$	669	Pole Maintenance Expense
	8,115	Pole Rental Expense
	8,784	
\$	227	Net Pole Investment
	3869.60%	Maintenance Factor
		General and Administrative Factor
\$	218,805	General and Administrative Expense
		Total Plant in Service
	2,253,696	(less) Accumulated Depreciation-TPIS
	-	(less) Net Current Deferred Operating Income Taxes-TPIS
		(less) Net Non-Current Deferred Operating Income Taxes-TPIS
\$	907,357	Net Total Plant in Service
	24.11%	General and Adm. Factor (G&A expense/Net TPIS)
		<u>Depreciation Factor</u>
	S = 00/	
	6.59%	Depreciation Rate-Poles
۲	15 707	Gross Pala Investment
\$ \$	-	Gross Pole Investment
۶		Net Pole Investment  Cross Pole Investment (Net Pole Investment
	09.55	Gross Pole Investment/Net Pole Investment
	<u> 458 21%</u>	Depreciation Factor
	750.51/0	Taxes Factor
		TUNES TUCEOT
\$	1.297	Operating Taxes
\$		Net Total Plant in Service
	-	Taxes Factor
	0.17/0	Cost of Capital Factor
		<u> </u>
	10.00%	SLEC default Cost of Capital per Entry
	10.0070	

This foregoing document was electronically filed with the Public Utilities

**Commission of Ohio Docketing Information System on** 

5/14/2015 9:38:48 PM

in

Case No(s). 15-0941-TP-ATA

Summary: Application to Establish a Pole Attachment and Conduit Occupancy Tariff electronically filed by Richard W. Jordan on behalf of Glandorf Telephone Company, Inc.